

RECORDED  
04/27/2016 1:57 PMJOHN LA FAVE  
REGISTER OF DEEDS  
Milwaukee County, WI  
AMOUNT: 30.00

TRANSFER FEE: 225.00

FEE EXEMPT #:

E-RETR CODE: 44267

\*\*\*This document has been  
electronically recorded and  
returned to the submitter. \*\*

## Quit Claim Deed

Document Number

Document Name

**FOR VALUABLE CONSIDERATION,**

**SOO LINE RAILROAD COMPANY**, ("Grantor"), a Minnesota corporation doing business as Canadian Pacific, of 120 South Sixth Street, Suite 900, Minneapolis, Minnesota 55402, hereby conveys and quitclaims to

**ALLIS STEWART LLC**, ("Grantee"), a Wisconsin Limited Liability Company, of 3111 S. Pennsylvania Avenue, Milwaukee, Wisconsin 53207

real property in **Milwaukee County**, Wisconsin described below, together with all hereditaments and appurtenances thereto.

Recording Area

Name and Return Address

Allis Stewart LLC  
3111 S. Pennsylvania Ave  
Milwaukee, Wisconsin 53207

The real property is described in Exhibit A appended hereto, the "**Real Property**."

**SUBJECT TO**, and conditioned upon, the following:

Grantor reserves unto itself, and its successors and assigns, all minerals on or under the surface of the real property (or otherwise accessible from the real property), together with the full right, through its servants, employees, agents, licensees, and appointees, to enter and utilize the real property for the purpose of exploring for, mining, and removing said minerals. Grantor shall at all times exercise these rights in such a manner as not to cause unnecessary damage to the surface of the real property. As used herein, "minerals" is used in its broadest sense and means any naturally occurring substance, of any nature whatsoever, whether organic or inorganic, metalliferous or nonmetalliferous, on or under the surface of the real property (or otherwise accessible from the real property), and it specifically includes, but is not limited to, water, oil, gas, petroleum, coal, peat, sand, gravel, clay, scoria, stone, gemstones, and chemical substances. Notwithstanding the foregoing, Grantor's reservation of minerals shall not be construed as an assumption of liability as a result of, arising from, or relating to the presence on the property of hazardous substances. As used herein, "**hazardous substances**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or other chemical, substance or material listed or regulated by any federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing or hereafter enacted.

As used in this paragraph, "**Appurtenant Parcel**" means real estate or real estate interests which are: (a) owned by Grantor as of the date hereof and (b) located adjacent to (though not necessarily contiguous to) the above-described real property. Grantor reserves unto itself, and its successors and assigns, a permanent, non-exclusive easement in, over, under, and upon the above-described real property for the continued use, access to, maintenance, and renewal of such existing public and private utilities as are needed to serve the Appurtenant Parcel, including, but not limited to, sewers, drains, water mains, conduits, steam lines, compressed air lines, pneumatic lines, gas lines, oil or gasoline pipelines, wires, cables, electric lines, signal and communication lines, and telephone or telegraph lines (and other data transmission lines). Said easement shall be appurtenant to, and for the benefit of, the Appurtenant Parcel.

Whereas, the real property lies adjacent to and Southerly of land owned, and to be retained, by Grantor for railroad purposes, the "**Railroad Property**." Grantee hereby covenants that it shall:

- a) at its cost and expense construct and thereafter maintain, repair and replace upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches and related improvements as are necessary to prevent either an increase in the historic flow rate of storm water runoff from the real property to the Railroad Property, an impediment to the historic flow of storm water runoff from the Railroad Property to the real property;

- b) not take or allow any action upon the real property that would materially impair the lateral or subadjacent support of the Railroad Property;

As one of the considerations of the grant of the real property by Grantor, without which the grant would not be made, Grantee covenants and agrees that the real property shall not be used for residential, lodging, childcare or any other purpose that would encompass the care and domiciling of persons either temporarily or on a longer term basis, the "Restrictive Covenant." The Restrictive Covenant shall run with the land and be binding upon the Grantee, its successors and assigns so long as the Railroad Property is used for railroad purposes.

As used in this paragraph, "**Claims**" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims); "**Environmental Law**" means the Comprehensive Environmental Response, Compensation and Liability Act ("**CERCLA**"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and "**Hazardous Substance**" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law. By accepting delivery of this Quit Claim Deed, Grantee, for itself, its directors, officers, agents, affiliates, predecessors, successors and assigns, and anyone acting on its behalf or their behalf covenants and agrees not to sue Grantor or its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to any Claims (including without limitation all Claims arising under any Environmental Law), existing and contingent, known and unknown, that Grantee had, has or may have, whether arising at common law, in equity, or under a federal, state or local statute, rule or regulation, arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

Grantee agrees to accept the condition of the Property, including specifically without limitation, the environmental and geological condition of the Property, in an "AS-IS" and with "ALL FAULTS" condition. Grantee's acceptance of title to the Property shall represent Grantee's acknowledgment and agreement that:

- (i) Grantor has not made any written or oral representation or warranty of any kind with respect to the Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose);
- (ii) Grantee has not relied on any written or oral representation or warranty made by Grantor, its agents or employees with respect to the condition or value of the Property;
- (iii) Grantee has had an adequate opportunity to inspect the condition of the Property, including without limitation any environmental testing, and to inspect documents applicable thereto, and Grantee is relying solely on such inspection and testing; and
- (iv) the condition of the Property is fit for Grantee's intended use. Grantee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any

Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee, for itself, its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors, and assigns and anyone acting on its behalf or their behalf hereby fully releases and forever discharges Grantor from any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation), past, present and future, known and unknown, existing and contingent, arising out of, resulting from, or relating to the condition of the Property, and Grantee hereby waives any and all causes of action (including without limitation any right of contribution) Grantee had, has or may have against Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf with respect to the condition of the Property, whether arising at common law, in equity or under a federal, state or local statute, rule or regulation. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property.

Grantee agrees to indemnify, hold harmless and defend Grantor and its respective directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, predecessors, successors and assigns, grantors or anyone acting on its behalf or their behalf for, from and against any and all Claims (including without limitation all Claims arising under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) past, present and future, existing and contingent, known and unknown arising out of, resulting from, or relating to the condition of the Property. The foregoing shall apply to any condition of the Property, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation the presence of any Hazardous Substance on the Property, whether such Hazardous Substance is located on or under the Property, or has migrated from or to the Property, regardless of whether the foregoing condition of the Property was caused in whole or in part by the Grantor's actions or inactions.

The covenants and conditions contained herein shall run with the land and be binding upon the Grantee and subsequent owners of the real property.

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Executed by Grantor this 26<sup>th</sup> day of April, 2016

**SOO LINE RAILROAD COMPANY**  
a Minnesota corporation

By   
Its Director Real Estate Sales & Acquisitions U.S.

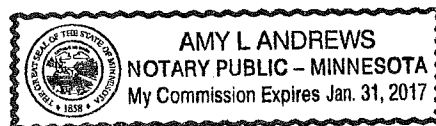
State of Minnesota                     )  
  ) ss  
County of Hennepin                 )

The foregoing Quit Claim Deed was acknowledged before me on the above date by David S. Drach,  
Director Real Estate Sales & Acquisitions U.S. of Soo Line Railroad Company, the above named Grantor.

  
(signature Notary Public)

Amy L Andrews  
(print or type name, Notary Public, State of Minnesota)

Jan 31, 2017  
(date commission expires)



## EXHIBIT A

### PROPERTY DESCRIPTION Milwaukee County, Wisconsin

Those parts of Lots 1 through 13, inclusive, lying southeasterly of a line 25 feet southeasterly of and parallel to the centerline of the Bay View Spur Main Track, in Block 1 of Allen's Addition, in the Southwest 1/4 of Section 4, Township 6 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, and State of Wisconsin, bounded and described as follows:

Commencing at the Southwest corner of said Block 1 also being the Northeast corner of South Hilbert Street and East Stewart Street; thence North  $89^{\circ}11'24''$  East along the North line of East Stewart Street 30.00 feet to a point on the East line of Lot 14 of said Block 1 and the point of beginning of lands to be described; thence North  $00^{\circ}39'47''$  West along said East line 80.10 feet to a point 25.00 feet South of the centerline of the Bay View Spur Main Track; thence South  $88^{\circ}32'16''$  East parallel with said centerline 82.25 feet to a point; thence Southeasterly 51.43 feet along the arc of a curve parallel with said centerline whose center lies to the Southwest, whose radius is 1001.45 feet and whose chord bears South  $87^{\circ}04'00''$  East 51.42 feet to a point; thence South  $85^{\circ}35'44''$  East parallel with said centerline 158.51 feet to a point; thence South  $85^{\circ}25'17''$  East parallel with said centerline 87.59 feet to a point on the West line of South Allis Street; thence South  $00^{\circ}56'11''$  East along said West line 50.85 feet to a point on the North line of East Stewart Street; thence South  $89^{\circ}11'24''$  West along said North line 378.87 feet to the point of beginning.

Containing 25,584 square feet or 0.5873 acres.